

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

Neal Weinstein	<u>Debtor(s)</u>	CHAPTER 13
US Bank Trust National Association, Not In Its Individual Capacity But Solely As Owner Trustee For VRMTG Asset Trust		NO. 20-12601 AMC
	<u>Movant</u>	
vs.		
Neal Weinstein	<u>Debtor(s)</u>	11 U.S.C. Section 362
Scott F. Waterman	<u>Trustee</u>	

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. As of September 29, 2023, the tax arrearage on the mortgage held by the Movant on the Debtor's residence is **\$1,668.97**.
2. Debtor shall cure said arrearages in the following manner, Within fourteen (14) days of the filing of this Stipulation, Debtor shall make an immediate tender payment of the full tax arrearage of **\$1,668.97**.
3. Debtor shall maintain all future real estate taxes on the property.
4. In the event the real estate taxes become delinquent again, under the terms of this stipulation, Movant shall make a full payment to the county or any taxing authority and therefore, shall notify the Debtor(s) and Debtor's attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor(s) should fail to cure the default within fifteen (15) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting Movant relief from the automatic stay.
5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.
6. If the case is converted to Chapter 7, Movant shall file a Certification of Default with the court and the court shall enter an order granting Movant relief from the automatic stay.
7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

Date: September 29, 2023

/s/ Mark A. Cronin, Esquire
Mark A. Cronin, Esquire
Attorney for Movant

Date: 10-2-23


Zachary Perlick, Esq.
Attorney for Debtor(s)

Date: 10/4/2023

/s/ Ann E. Swartz, for
Scott F. Waterman Esq.
Chapter 13 Trustee

Approved by the Court this 13th day of October, 2023. However, the court retains discretion regarding entry of any further order.



Bankruptcy Judge
Ashely M. Chan